

A.G. Contract No. KR97 0802TRN
ADOT ECS File: JPA 97-35
Project: HX051 01C
Section: SR-8B @ Avenue 5E

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

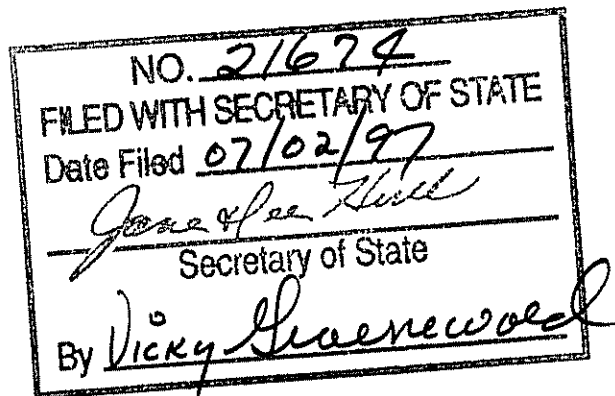
THIS AGREEMENT is entered into 2 July, 1997
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the City of Yuma, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in intersection improvements and a new warranted traffic signal at the intersection of SR-8B at Avenue 5E in the City, at an estimated cost of \$320,000.00, hereinafter referred to as the Project.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty percent (50%) of the cost of the Project construction cost, in an amount currently estimated at \$160,000.00.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the signal, except for any emergency vehicle preemption equipment.

d. Prior to the award of a signal Project construction contract, invoice the City for its fifty percent (50%) share of the cost of the Project, in an amount estimated at \$160,000.00.

2. The City will:

a. Review the Project design documents and provide comments.

b. Within thirty (30) days after receipt of an invoice, advance the State the City's fifty percent (50%) share for the cost of the Project, in an amount estimated at \$160,000.00. Be responsible for the cost of emergency vehicle preemption equipment and the installation of same.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signal and maintenance to any emergency vehicle preemption equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007

City of Yuma
City Administrator
180 West 1st Street
Yuma, AZ. 85364


7. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. There are no third-party beneficiaries. Neither the City nor the State assume any of the duties owed to the public by the other.

8. Attached hereto is the written determination of each party's legal council that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA
Department of Transportation

By 
JOYCE A. WILSON
City Administrator

By 
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By 
CARRIE FASSIL
City Clerk

RESOLUTION


BE IT RESOLVED on this 14th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design, construction and maintenance of intersection improvements and a traffic signal at B-8 and Avenue 5E.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

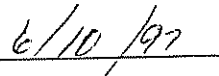

for LARRY S. BONINE
Director

CERTIFICATION

I, Edna M. Martin, do hereby certify that I am a duly appointed Deputy City Clerk of the City of Yuma, Arizona, and that the attached document is a true and correct copy of the minutes of the Regular Council Meeting held on May 21, 1997, which is on file in the Office of the City Clerk, City Hall, Yuma, Arizona.



Edna M. Martin, Deputy City Clerk



Date

disposal and there will be the opportunity for people in the audience to ask questions. This project is not a "done deal." No decision will be made until it is posted on a future agenda some time after the Public Briefing.

Motion (Irr /Schuman): To change the Special Worksession scheduled for Tuesday, May 27, 1997, at 5:30 p.m. to a Special Council Meeting, time and date to remain as is, location to be the City Hall Council Chambers, for the purpose of holding a Community Briefing on development, housing and emergency services in the North End of Yuma. Voice vote: **passed** 6-0. **Irr** continued, stating that Council encourages the public to attend and ask questions of City staff to clarify any concerns regarding the proposed sale and development of public properties to meet community housing needs. Council is very interested in hearing community and neighborhood input on these issues.

Young stated that the applicant, Wade Noble on behalf of Harold and Joan Rice and James W. Schmidt, has asked that their item (Agenda item V.D; Z97-004) be continued to June 18, 1997. The item concerns the rezoning from the Agriculture District to General Commercial /Aesthetic Overlay District for property located at the corner of 4th Avenue and 40th Street. **Motion** (Irr /Hill): To continue the Public Hearing on Rezoning Case Z97-004 to the Regular Council Meeting set for June 18, 1997. Voice vote: **passed** 6-0.

Young explained that Sharon Williams, S-E-W Consulting, on behalf of Charles Lakin, has asked that the Public Hearing on the rezoning from Agriculture District to Light Industrial District for property located in the 3400 block of Arizona Avenue, (Agenda item V.C; Z97-007; O97-36) be continued to June 4, 1997. Since the Mayor will be absent on June 4, she made the following motion. **Motion** (Young /Irr): To continue the Public Hearing on Rezoning Case Z97-007 until June 18, 1997. Voice vote: **passed** 6-0.

MAYORAL PROCLAMATIONS AND AWARDS - none

I. CONSENT AGENDA

Motion (Irr /Hill): To approve the Consent Agenda as presented without exception. Voice vote: **passed** 6-0.

A. Minutes of the Special Council Meeting of April 30, 1997.

from 8th Street to 10th Street to complement the County island (Speese Addition) on First Avenue. (DCD/PNS)

12. Ratify Council action of 4/30/97 granting the City of Grand Forks, North Dakota, a humanitarian contribution for flood relief uses; \$2,500. (Mayor & Cncl)

II. RESOLUTION CONSENT AGENDA

Stanz read the following titles:

RESOLUTION R97-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH BOB LETENDRE, OWNER OF KAWASAKI SUZUKI OF YUMA, LOCATED AT 2029 SOUTH ARIZONA AVENUE
(DCD/PNS)

RESOLUTION R97-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, PROVIDING FOR A CALL OF ELECTION FOR THE PRIMARY AND GENERAL ELECTIONS, DESIGNATING THE ELECTION DATE AND PURPOSE, DESIGNATING THE LAST DATE AND PLACE FOR CANDIDATES TO FILE NOMINATION PETITIONS AND DESIGNATING THE DEADLINE FOR VOTER REGISTRATION

(Primary 9/9/97 & General 11/4/97) (CC)

Motion (Schuman /Irr): To adopt the Resolution Consent Agenda (R97-14 and R97-15) as presented, without exception. Roll call vote: **passed** 6-0.

III. ADOPTION OF ORDINANCES

Stanz read the following title:

ORDINANCE O97-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING ORDINANCE NO. 583 OF SAID CITY, AS AMENDED, REZONING CERTAIN PROPERTY HEREINBEFORE LOCATED IN THE GENERAL COMMERCIAL (B-2) DISTRICT AND THE HIGH DENSITY (R-3) DISTRICT TO THE TRANSITIONAL (TR) DISTRICT AND AMENDING THE ZONING MAP TO CONFORM THERETO

(Z97-005, property located in the 2700 block of S. 8th Avenue; applicant: S-E-W Consulting on

Stanz read the following title:

ORDINANCE O97-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING ORDINANCE NO. 096-87, FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION IN SAID ORDINANCE AND DECLARING AN EMERGENCY WITH REASONS THEREFOR

(O96-87 declares property at 44-60 W. 2nd St. surplus and provides for disposal) (BSS/RM)

Motion (Schuman /Steiert): To adopt O97-34 as presented. Roll call vote: **passed** 6-0.

IV. INTRODUCTION OF ORDINANCES

Stanz read the following titles:

ORDINANCE O97-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ABANDONING HEREINAFTER DESCRIBED REAL PROPERTY AND AUTHORIZING AND DIRECTING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR TRANSFER THEREOF

(M97-002; property being a portion of alley located west of 280 S. 4th Ave.; applicant: Hunter & Company Architects on behalf of Victor Salcido, Del Sol Market) (DCD/PNS)

ORDINANCE O97-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ANNEXING TO SAID CITY PORTIONS OF SECTION 27 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

(A97-01; property located on 16th St. near the railway overpass, owned by Shay Oil Co.) (DCD)

V. PUBLIC HEARINGS

- A. ANNEXATION AREA A97-08A** - property located generally north and south of County 10th Street, between Araby Road and Avenue 9E. (DCD)

Young opened the Public Hearing at 5:47 p.m. **Erlenbach** explained that the area consists of 839 acres and is owned by Arizona Western College, Yuma Union High School District and Yuma Elementary School District No. 1, the US Bureau of Reclamation, the State of Arizona and the Development Group. A pre-annexation development agreement has already been signed by the Development Group. **Motion** (Irr /Steiert): To close the Public Hearing. Voice vote:

Improvement Program draft budget. Voice vote: **passed** 6-0; Public Hearing closed at 5:55 p.m. **Wagner** explained that the five-year plan will be presented for approval at the meeting of June 4, 1997 and the first year of the CIP budget will be incorporated into the overall City budget for approval later this summer in June or July. Changes can still be made before the June 4 meeting.

VI. ORAL AND WRITTEN COMMUNICATIONS

Council - none

Staff - none

Call to the Public

Pete Young, 1288 W. 18th Street, stated that he represents Grad Night Annual Teen Social, Inc. He noted that it is possible that the City has never been given the opportunity to donate to this cause. The program was started in 1990 and there have been no fatalities between Yuma and San Luis since that time which a commendable achievement. He asked that the City consider contributing.

Sharon Williams, S-E-W Consulting, thanked Council for continuing the public hearing involving Mr. Lakin's property. She has no difficulty with delaying it to June 18th, rather than her requested date of June 4th. Some of the neighbors of the property in question have assumed that the delay was a tactic used by her to wear them down and/or wait until they have left for the summer. She assured them that the delay is the result of technical questions that need to be addressed.

VII. INFORMATIONAL ITEMS - none


VIII. ADJOURNMENT

Without objection, **Young** adjourned the meeting at 6:00 p.m., there being no Executive Session.

Respectfully submitted,


Brigitta K. Stanz, Deputy City Clerk

APPROVED:


Marilyn R. Young, Mayor

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 27 day of May, 1997.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0802TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 27, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cl/6075